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15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17 DAVID LOFTON,

18 Plaintiff,

19 v.  
20

21 ZURICH AMERICAN INSURANCE  
COMPANY,

22 Defendant.  
23  
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26  
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Case No. C12-03835 MMC

**~~PROPOSED~~ STIPULATED**  
**PROTECTIVE ORDER**

Complaint Filed: July 23, 2012

1 The undersigned parties, by and through their respective counsel, hereby stipulate that the Court  
2 may enter a protective order on the following terms and conditions:

3 1. For purposes of this Stipulated Protective Order:

4 (a) The term "CONFIDENTIAL INFORMATION" shall mean (i) information  
5 regarding the financial affairs or condition of any of the undersigned parties, and/or (ii) private  
6 employee/personnel information of any third party who has worked for Defendant Zurich  
7 American Insurance Company.

8 (b) The term "WRITING" shall mean any handwriting, typewriting, printing,  
9 photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every  
10 other means of recording upon any tangible thing, any form of communication or representation,  
11 including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record  
12 thereby created, regardless of the manner in which the record has been stored.

13 (c) The term "CONFIDENTIAL WRITING" shall mean a WRITING (i) containing  
14 CONFIDENTIAL INFORMATION, and (ii) prominently marked with the term  
15 "CONFIDENTIAL".

16 (d) The term "AUTHORIZED PARTY" shall mean (i) any of the named parties to this  
17 action, (ii) any employee of a law firm representing a named party to this action, or (iii) any expert  
18 witness or consultant retained by or on behalf of a named party to this action.

19 2. Any person who receives CONFIDENTIAL INFORMATION shall be prohibited  
20 from disclosing such information to another person unless that person (i) qualifies as an  
21 AUTHORIZED PARTY, and (ii) expressly agrees to abide by this Stipulated Protective Order by  
22 signing the acknowledgement and agreement to be bound as set forth in Exhibit A.

23 3. Any person who receives CONFIDENTIAL INFORMATION shall use such  
24 information only for purposes of litigation, settlement, or resolution of this action. No person or  
25 entity may use such information for any other purpose, either directly or indirectly. Unauthorized use  
26 includes, but is not limited to, use for business competition or any other commercial reason.

27 4. Any CONFIDENTIAL WRITING filed or submitted to the Court shall be placed  
28 under seal subject to release or inspection only by order of the Court or consent of the producing

1 party. However, the parties acknowledge that this Stipulated Protective Order does not entitle them  
2 to file confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth  
3 the procedures that must be followed and the standards that will be applied when a party seeks  
4 permission from the court to file material under seal.

5 5. Within thirty (30) days after the final resolution of this action, including but not  
6 limited to appellate proceedings, any person or entity who has received CONFIDENTIAL  
7 WRITINGS shall at the request of the party who produced the writings either declare that they  
8 have destroyed or return those writings and all copies thereof, including all extracts and summaries  
9 thereof and all documents containing information derived therefrom, except attorney work product,  
10 to counsel for the party who produced the information.

11 6. The Court reserves the right to modify or revoke this Stipulated Protective Order for  
12 good cause, either on its own motion or upon the request of a party.

13 7. Nothing herein shall prevent a party from challenging the designation of  
14 information as "CONFIDENTIAL INFORMATION." The designating party shall bear the burden  
15 of establishing confidentiality if the designation is challenged in court.

16 8. Nothing herein shall prevent a party from waiving the protections afforded by this  
17 Stipulated Protective Order. Any such waiver shall be in writing and shall be signed by the  
18 waiving party or its attorney. Inadvertent disclosure shall not constitute a waiver of any protections  
19 afforded by this order.

20 9. Except as expressly set forth herein, no portion of this order shall constitute a  
21 waiver of any right, privilege, claim, or defense now held by any person or party. Nothing herein  
22 shall constitute an admission that particular information constitutes confidential, proprietary, or  
23 trade secret information under any provision of law. Nothing herein shall prevent a party from  
24 opposing production of information or objecting to its admissibility into evidence on any lawful  
25 ground.


26 10. Any party may move for injunctive relief to prevent actual or threatened violation of  
27 this Stipulated Protective Order. Injunctive relief shall not be denied on the ground that the moving  
28 party possesses an adequate remedy at law.

11. In any proceeding to interpret or enforce this Stipulated Protective Order, the prevailing party shall be entitled to recover reasonable attorneys' fees actually incurred.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.


DATED: 2-19-13

DONAHUE GALLAGHER WOODS LLP

  
GEORGE J. BARRON  
ANDREW S. MACKAY  
Attorneys for Plaintiff  
DAVID LOFTON

DATED: 2/19/13

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COMPANY

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: February 22, 2013


  
HON. MAXINE CHESNEY  
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand  
the Stipulated Protective Order that was issued by the United States District Court for the Northern District  
of California on \_\_\_\_\_ in the case of **David Lofton v. Zurich American Insurance Company,**  
**United States District Court for the Northern District of California Case No. C 12-03835 DMR.** I agree  
to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject  
to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of  
this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern  
District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

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